EASTMAN & SMITH LTD.

ATTORNEYS AT LAW

Established 1844

David W. Nunn Attorney at Law

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One SeaGate, 24th Floor P.O. Box 10032 Toledo, Ohio 43699-0032 Telephone: 419-241-6000

Telephone: 419-241-6000 Facsimile: 419-247-1777

August 15, 2016

Via E-Mail Only

Pamela Tames, P.E. Emergency and Remedial Response Division U.S. Environmental Protection Agency Region II (tames.pam@epa.gov) Lauren Charney Office of Regional Counsel U.S. Environmental Protection Agency Region II (charney.lauren@epa.gov)

Re:

Lower Ley Creek Subsite of the Onondaga Lake Superfund Site -

Designation of Supervising Contractor

Our File No: C906/190933

Dear Ms. Tames and Ms. Charney:

On behalf of the Respondents to the Administrative Order on Consent for Remedial Design for the captioned Superfund Subsite (AOC), and pursuant to paragraph 32 thereof, please be advised that the Respondents designate the following Supervising Contractor for completion of the Remedial Design:

Arcadis, U.S., Inc. 6723 Towpath Road Syracuse, NY 13214-0066 Telephone (315) 671-9235

A statement of Arcadis' qualifications is enclosed. The company has extensive experience in the design and implementation of sediment removal projects in accordance with appropriate quality systems and plans. As such, Respondents request that Arcadis not be required to submit a formal Quality Management Plan at this time for this project. Please feel free to discuss this issue further with Respondent's Project Coordinator, Mark Gravelding, P.E.

Additionally, pursuant to paragraph 97 of the AOC, please find enclosed Certificates of Insurance Coverage for Respondent's Supervising Contractor, Arcadis U.S., Inc.

Columbus • Detroit • Findlay • Toledo

www.eastmansmith.com

Pamela Tames, P.E. Lauren Charney August 15, 2016 Page 2

If you require anything further, please let us know.

Very truly yours,

EASTMAN & SMITH LTD.

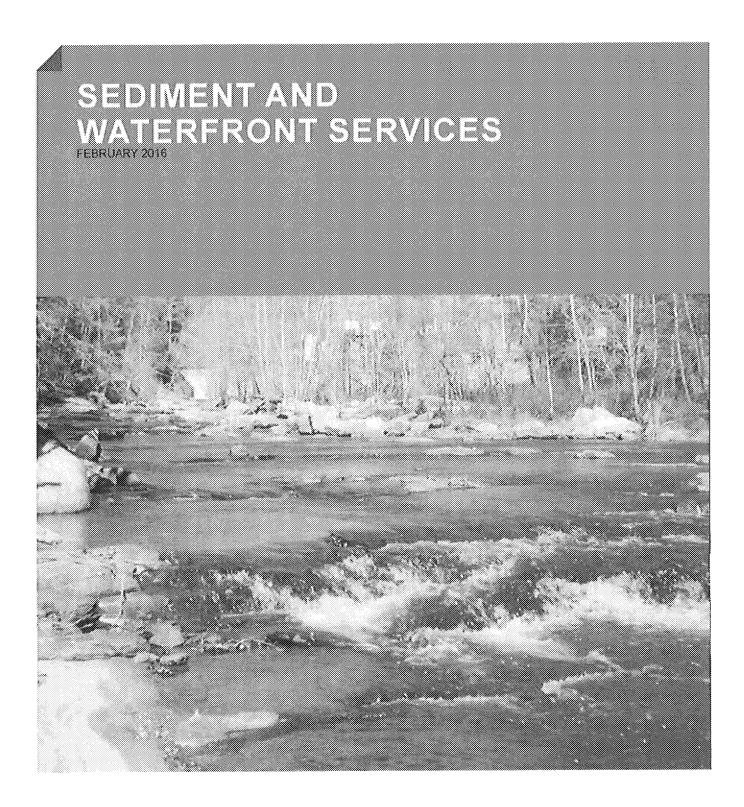
David W. Nunn

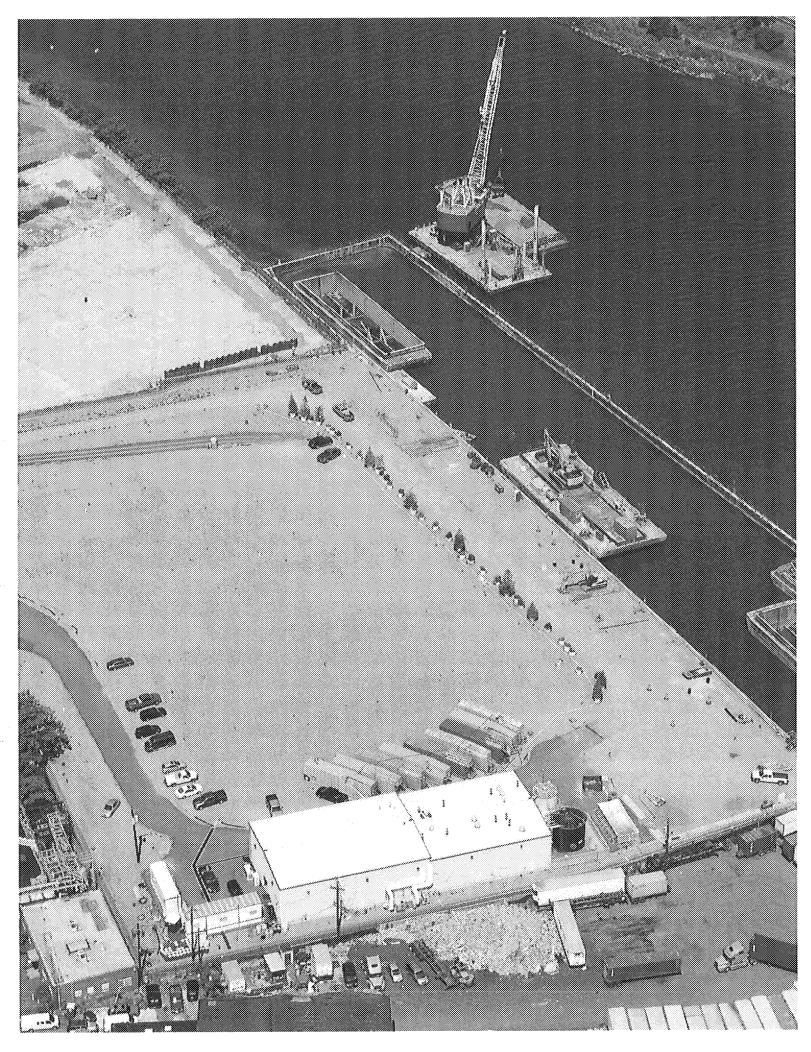
DWN/jt/dll Attachments

cc: All Respondent Representatives (via e-mail only)

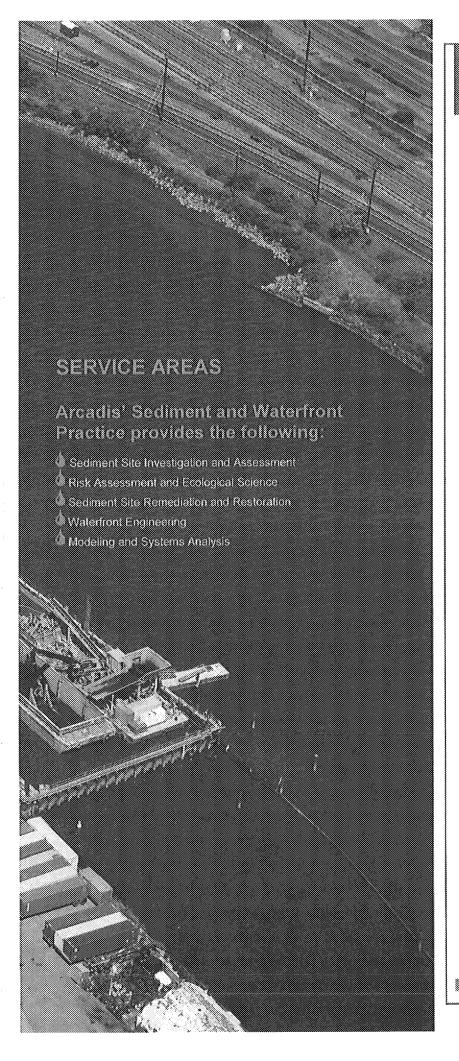
Richard Mustico, P.E. New York State Department of Environmental Conservation (via e-mail only) (<u>richard.mustico@dec.ny.gov</u>)

Alma Lowry
Law Office Joseph Heath
(via e-mail only) (alowry@hamilton.edu)





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Arcadis Sediment & Waterfront Services Value

A cornerstone of the Arcadis environmental practice is our broad range of sediment management and waterfront engineering capabilities. We are a leader in the field of sediment assessment and management, having directed environmental programs at more than 150 sites and completed some of the most challenging sediment management projects in the world. Our authoritative insights have contributed to and are reflected in current U.S. guidance on contaminated sediment issues.

Our strategic management of sediment issues integrates:

- Characterizing the nature and extent of chemicals of concern
- Evaluating the physical dynamics and biology of sediment deposits
- Assessing pathways of ecological and human health exposure and risk
- Developing mitigation methodologies and engineering designs
- Implementing and managing remedy construction
- Managing environmental communications to meet stakeholder expectations and relationships

Each sediment project is unique and is performed under varied environmental settings, diverse business objectives, and broad stakeholder expectations; often a wide range of capabilities is needed. Arcadis offers strategic consulting to our clients by providing experienced practitioners with broad expertise in the unique aspects of sediment, supported by subject matter experts across complementary disciplines.

Our demonstrated ability to deliver sediment solutions across the globe, drawing from the best expertise of our practice and with localized incountry support, has positioned Arcadis as the consultant of choice and trusted advisor to multinational firms faced with complex sediment-related issues.

Sediment Site Investigation and Assessment

Arcadis has conducted sediment site investigations globally, under a wide variety of environmental settings and conditions. Our sediment field teams are among the most experienced in the world, having collected more than 10,000 sediment cores and implemented numerous media-focused and chemical-specific sampling programs for surface water, aquatic and terrestrial biota, benthic organisms, sediment pore water, floodplain soils, and groundwater-surface water interface conditions. Our expertise in biological sampling includes population studies and tissue sampling for invertebrates, fish, reptiles, amphibians, birds, and small mammals.

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Sediment related site assessment services provided by Arcadis include:

- Site Characterization Reports (i.e., remedial investigation)
- Quality Assurance and Sampling Work Plans
- Soil Sediment Surface and Ground Water Porewater and Biola Sampling
- Specialized Sampling for Passive, Low
- Source Identification and investigation
- Data Management and Interpretation, including Statistical and Geospatial Analysis
- Surface-water Systems Hydrologic and Hydrodynamic Studies
- Stream Classification, Sediment Transport, and Geomorphic Characterization
- Contaminant Fale and Transport Analysis

Risk Assessment and Ecological Science

Arcadis provides ecological sciences and risk assessment to simplify our clients' most challenging sediment-related problems. Arcadis' scientists, engineers, and environmental professionals work seamlessly to provide our clients with a world-class technical platform to develop and deploy strategic and integrated multidisciplinary solutions.

Arcadis understands the importance of incorporating an ecological sciences perspective to our engineering projects to identify, assess, and help resolve environmental, risk, and regulatory hurdles that may affect client objectives, resulting in comprehensive project resolutions. These integrated teams can better assess client needs and provide more creative, cost-effective solutions. Arcadis offers leadership in strategic development of watershed assessments for regulatory compliance and remediation planning and evaluation; ecological and human health risk assessments to inform risk-based decisions regarding the need for and extent of remediation, as well as restoration potential and performance, and development of conceptual site models that integrate surface water, sediment, groundwater, and uplands. Our experts keep apprised of the latest regulatory changes in the field of environmental sciences and risk assessment to inform clients well in advance and help develop a strategy to most effectively navigate the change. Whether the challenge is associated with development, operations, and/or legacy liabilities, or Natural Resource Damage claims, Arcadis' ecological and risk knowledge will support the development and implementation of a more balanced solution to sediment related challenges.

Arcadis' comprehensive ecological sciences and risk assessment services include:

- Human Health and Ecological Risk Assessment
- Toxicology/Bioavailability and Toxicity Testing
- Ecosystem Restoration Design, Planning, and Implementation
- · Habitat Assessment and Characterization
- Habitat Modeling
- Natural Resource Damage Assessment (NRDA)
- Endangered Species Act Compliance/Biological Assessment
- Population and Endangered Species Modeling
- Cultural and Paleontology Resources/National Historic Preservation Act Compliance
- Mitigation Planning and Negotiation
- Wetland and Waters Delineation
- Environmental Statistics
- Fish Passage Assessment
- Biological Monitoring

Sediment Site Remediation and Restoration

Arcadis' sediment remediation capabilities in evaluating, designing, and implementing traditional and innovative remedial technologies underpin our numerous successful sediment remediation projects. Our staff conducts feasibility studies and alternatives analyses, and designs and performs bench- and pilot-scale treatability studies to develop and design effective final remedies and restoration projects. Arcadis also implements full-scale remedial programs, serving as the contractor or construction manager.

Our sediment management expertise allows us to manage the entire process from strategic danning development of remediation agreements, and community relations to design. construction, and long-term operation. maintenance, and monitoring, fineeded. To deliver complete sediment solutions, our teams include specialists in remedial options and freeliner) technologies constitution management, geotechnical and structural engineering permitting drafting data visualization, data management, and public communications outreach, enabling us to provide turnkey services or any portion of a remedial program. We are a leader in sediment remediation and habital restoration projects, with more than 25 years of experience working or major takes, rivers, harbors, and waterways around the world

Arcadis' deep experience in the engineering design and construction management of sediment projects is the true differentiator that puts us a step ahead of our competition. The origin of our construction management practice is founded on nearly three decades of work on sediment remediation projects, which allows us to provide constructability reviews and value engineering that can significantly reduce cost and financial risks during final remedy implementation.

Arcadis' contaminated sediment site remediation and restoration services include:

- Comprehensive Site Strategy Development
- Regulatory Negotiation, Compliance, and Permitting
- Feasibility Studies and Design Reports
- - Environmental and Navigational Dredging
 - Dreiten Marageriei
 - Confined Disposal Facilities
 - Section of Control
 - Monitored Natural Recovery

 - Off-site Transport and Disposal
- Design Build and Other Alternative Project Delivery Methods
- Construction Management Quality
- Assurance, and Oversight
- Aquatic and Terrestrial Habitat Restoration
- Channel Stabilization and Natural Channel Design
- Remedy Monton

Waterfront Engineering

Sediment issues can be particularly significant and complex at industrial waterfronts and port harbors and often bring shoreline geotechnical or structure concerns. Arcadis' global reputation for providing waterfront infrastructure and environmental services to coastal port authorities and waterfront industries complements our sediment-related expertise. Arcadis' integrated team of scientists, engineers, and technicians provides the expertise required to develop holistic solutions for a multitude of port and waterfront engineering and construction management needs.

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Waterfront engineering and construction management services include:

- Newgetons Dredging and Dredging Design

- Confined Disposal Facility (CDF Edgineering
- Design of Bulkheads and Other Retaining Structures
- Besign of Erosion Control and Shoreline Protection Structures
- Habitat Restoration and Wellands Management

- Construction Oversight and Quality Assurance

Modeling and Systems Analysis

The Arcadis surface-water systems modeling team combines the multidisciplinary skills and experience of professional engineers and environmental scientists to provide expert modeling services to our clients. Arcadis' expertise covers a wide range of modeling applications, from basic coastal and riverine hydraulics to multidimensional integrated hydrodynamic and contaminant fate and transport models.

We apply the most appropriate model for each problem and tailor our team to support each effort. We recognize that models can be essential but require expert knowledge in defining the value and reliability of models for natural and engineered systems and are not in themselves sufficient to address engineering, management, and analysis needs. Therefore, our team is inter-disciplinary. with knowledgeable specialists in practice areas including coastal and ocean hydrodynamics, river hydrodynamics, floodplain processes, water quality processes for conventional contaminants. and sediment transport and fate processes for sediment-related contaminants. Our team of recognized experts is experienced in applying a wide variety of modeling platforms, knowledgeable in the interpretation of model results for causal analysis or predictive simulations to support site management and engineering decision-making, and accomplished in the communication of modeling studies to experts and the public.

Arcadis' modeling services include:

- Hydrologic and Hydrodynamic Riverine Modeling
- · Sediment Transport Analysis
- Contaminant Fate and Transport Prediction
- Remediation Alternatives Analysis
- · River and Coastal Scour Evaluation
- Coastal Storm Surge Analysis
- Coastal Structures Analysis
- Discharge Permitting
- Spill Event Simulation and Cause-Effect Analysis
- Lake and Reservoir Quality Management.
- Flood Analysis and Floodplain Investigations
- · Aquatic Construction Permitting



Arcadis is the leading global natural and built asset design and consultancy firm working in partnership with our clients to deliver exceptional and sustainable outcomes through the application of design, consultancy, engineering, project, and management services.

Arcadis is differentiated by our talented and passionate people and our unique combination of capabilities covering the whole asset life cycle, our deep market sector insights, and our ability to integrate health & safety and sustainability into the design and delivery of solutions across the globe.

We support UN-Habitat with knowledge and expertise to improve the quality of life in rapidly growing cities around the world.





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 E-MAIL ADDRESS:						
Suite 300 Franklin TN 37067 USA	INSURER(S) AFFORDING COVERAGE	NAIC#					
INSURED	INSURER A: XL Specialty Insurance Co	37885					
Arcadis U.S. Inc.	INSURER B: Greenwich Insurance Company	22322					
630 Plaza Drive Suite 200	INSURER C:						
Highlands Ranch CO 80129 USA	INSURER D:						
	INSURER E:						
	INSURER F:						

CERTIFICATE NUMBER: 570063321498 **REVISION NUMBER:** COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested.

		ISIONS AND CONDITIONS OF SUCH						vio. Limits snov	vn are as requested
INSR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X	COMMERCIAL GENERAL LIABILITY			GEC001076114	01/01/2016	01/01/2017	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	х	Contractual Liability						MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	V'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							
A	AUT	OMOBILE LIABILITY			AEC001075814 AOS	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO			100			BODILY INJURY (Per person)	
	OWNED SCHEDULED							BODILY INJURY (Per accident)	
	X	AUTOS ONLY HIRED AUTOS ONLY AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
		Property Damage to							
A	x	UMBRELLA LIAB X OCCUR			UEC001075914	01/01/2016	01/01/2017	EACH OCCURRENCE	\$4,000,000
	\vdash	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$4,000,000
		DED X RETENTION \$10,000							
Α		RKERS COMPENSATION AND			RWD943516310	01/01/2016	01/01/2017	X PER OTH-	
		PLOYERS' LIABILITY Y PROPRIETOR / PARTNER / EXECUTIVE N			All Other States RWR943516710	01/01/2016	01/01/2017	E.L. EACH ACCIDENT	\$1,000,000
Α	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		NIA		WI	01/01/2010	01/02/201/	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If y	es, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
	-								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DESCRIPTION OF OPERATIONS (LOCATIONS (VEHILLE) (ALOND 101, Additional Remarks Schedule, may be extacted it more space is required)

RE: Project No. B0035101.0001. Lower Ley Creek Steering Committee, Carrier Corporation, Cooper Crouse Hinds LLC, Niagara Mohawk Power Corporation, dba National Grid and Syracuse China Company are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Umbrella Liability policy is Follow Form Over the General Liability, Automobile Liability and Workers' Compensation and Employer's Liability coverages. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

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CANCELLATION

The ACORD name and logo are registered marks of ACORD

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lower Ley Creek Steering Committee c/o Eastman & Smith Ltd. Attn: David Nunn One SeaGate, 24th Floor PO Box 10032 Toledo OH 10032 USA

Aon Risk Services South Inc

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ACORD 25 (2016/03)

ENDORSEMENT #054

This endorsement, effective 12:01 a.m., January 1, 2016 forms a part of Policy No. GEC001076114 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

Advanced written notice will be mailed or delivered to person(s) or entity(ies) shown in the Schedule below at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason

Schedule										
Name of Person(s) or Entity(ies)	Mailing Address:									
AS PER SCHEDULE ON FILE WITH COMPANY	AS PER SCHEDULE ON FILE WITH COMPANY									

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #022

This endorsement, effective 12:01 a.m., January 1, 2016 forms a part of Policy No. AEC001075814 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by XL Specialty Insurance Company - US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

Advanced written notice will be mailed or delivered to person(s) or entity(ies) shown in the Schedule below at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason

Schedule											
Name of Person(s) or Entit	ty(ies)	Mailing Address:									
AS PER SCHEDULE ON COMPANY	FILE WITH	AS PER SCHEDULE ON FILE WITH COMPANY									
		-									

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #010

This endorsement, effective 12:01 a.m., January 1, 2016 forms a part of Policy No. UEC001075914 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by XL Specialty Insurance Company - US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH THE COMPANY	AS PER SCHEDULE ON FILE WITH THE COMPANY	30

All other terms and conditions of the Policy remain unchanged.

(Ed. 12/10)

ENDORSEMENT#

This endorsement, effective 12:01 a.m., 01-01-2016 forms a part of

Policy No. RWD9435163-10 issued to ARCADIS U.S., Inc.

by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
When required in a written agreement, per the most current schedule maintained by Aon Risk Services South, Inc. for ARCADIS U.S., Inc., CallisonRTKL, Inc. and their subsidiaries furnished to XL Catlin 45 days prior to the effective date of cancellation.	On File	30

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2016 Insured ARCADIS U.S., Inc.

Policy No. RWD9435163-10

Endorsement No.

Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by_

WC 99 06 57 Ed. 12/10

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:						
Aon Risk Services South, Inc. Franklin TN Office		PHONE (A/C, No. Ext):	PHONE (A/C, No. Ext): (866) 283-7322 FAX (A/C, No.): (800)					
501 Corporate Centre Drive Suite 300		E-MAIL ADDRESS:						
Franklin TN 37067 USA			NAIC#					
INSURED		INSURER A:	Lexington Insuranc	e Company	19437			
Arcadis U.S. Inc.		INSURER B:	26387					
630 Plaza Drive Suite 200		INSURER C:						
Highlands Ranch CO 80129 USA		INSURER D:						
		INSURER E:						
		INSURER F:						
	TOTAL CANER ALLERS PRO PROCESSOR A	20	mm\/	NON MUMBER.				

COVERAGES	CERTIFICATE NUMBER: 370003321433	
THIS IS TO CERTIFY THAT THE	POLICIES OF INSURANCE LISTED BELOW HAVE	BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDIN	G ANY REQUIREMENT, TERM OR CONDITION OF	FANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED	OR MAY PERTAIN, THE INSURANCE AFFORDED) BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS	OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
2117	COMMERCIAL GENERAL LIABILITY	11450	7880		(11111111111111111111111111111111111111		EACH OCCURRENCE
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
	<u></u>						MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	OWNED SCHEDULED						BODILY INJURY (Per accident)
	AUTOS ONLY AUTOS HIRED AUTOS NON-OWNED						PROPERTY DAMAGE (Per accident)
	ONLY AUTOS ONLY	ľ					
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE
	EXCESS LIAB CLAIMS-MADE						AGGREGATE
	DED RETENTION	1					
l	WORKERS COMPENSATION AND						PER OTH- STATUTE ER
	EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE	1					E.L. EACH ACCIDENT
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE-EA EMPLOYEE
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT
В	Env Contr Poll			IPR929693802 Professional & Pollution SIR applies per policy ter			Each Claim \$3,500,000 Annual Aggregate \$5,000,000
<u> </u>	<u> </u>	<u></u>	<u></u>	104 A Million - I Down do Cohe dula may be		<u> </u>	

ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space

RE: Project No. B0035101.0001. For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense.

CERT	IFIC	ATF	HOI	DER

CANCELLATION

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lower Ley Creek Steering Committee c/o Eastman & Smith Ltd. Attn: David Nunn one SeaGate, 24th Floor PO Box 10032 Toledo OH 10032 USA

Aon Prish Services South Inc

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ACORD 25 (2016/03)

AGENCY CUSTOMER ID: 570000005571

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENC	er Risk Services South, Inc.	ı			Arcad	NSURED his U.S, Ind	C.		
	NUMBER Certificate Number: 5700	63321	1.00						
CARRIE	ER			NAIC CODE	ļ				
	Certificate Number: 5700	63323	1499		EFFECTI	/E DATE:			***************************************
	ITIONAL REMARKS ADDITIONAL REMARKS FORM	IS A	SCHE	DULE TO ACORD FOR					
	M NUMBER: ACORD 25 FORM								
	INSURER(S) AFFO	RDIN	IG C	OVERAGE		NAIC#			
INSU	FRER								
INSU	TRER		*************						
INSU	RER								
INSU	RER								
ADD				w does not include limit for policy limits.	it inforn	nation, refer to	the correspond	ling policy on t	he ACORD
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	Lin	IITS
	OTHER					***************************************			
А	Archit&Eng Prof			015448990 Excess Prof/Poll Lia SIR applies per pol	abili		06/01/2017	Each Claim	\$1,500,000
	X Claims-Made								
	X Professional Liabil								
	X and Contractors								
***************************************	X Pollution Liability	•							
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ACORD 101 (2008/01)

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Street, Boston MA 02110 or his or her representative, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

K. INSPECTION

The Company shall be permitted but not obligated to inspect, sample, and monitor on a continuing basis the Insured's property or operations, at any time. Neither the Company's right to make inspections, sample, and monitor, nor the actual undertaking thereof nor any report thereon, shall constitute an undertaking, on behalf of the Insured or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule, or regulation.

L. SOLE AGENT

The Named Insured first listed in Item 1 of the Declarations shall act on behalf of all other Insureds, if any, for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, and giving and receiving notice of cancellation or nonrenewal.

M. ASSIGNMENT

This Policy shall not be assigned without the prior written consent of the Company. Assignment of interest under this Policy shall not bind the Company until its consent is endorsed onto this Policy.

N. SUBROGATION

If there is a payment made by the Company, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization. The Insured shall cooperate with the Company and do whatever is necessary to secure these rights. The Insured shall do nothing after a claim to waive or prejudice such rights. The Company agrees to waive this right of subrogation against the client of the Insured or other parties to the extent that the Insured had, prior to Claim, a written agreement to waive such rights.

O. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

P. CANCELLATION

This Policy is non-cancellable by either the Named Insured or the Company, except the Company can cancel this Policy for non-payment of premium. In the event the Company does cancel this Policy for non-payment of premium, the Named Insured shall be entitled to ten (10) days written notice of cancellation from the Company, at the address last known to the Company.

If the Company cancels, carned premium shall be computed pro-rata.

Proof of mailing of any notice of cancellation shall be sufficient proof of notice. The effective date of cancellation terminates the **Policy Period**. Return of unearmed premium is not a condition of cancellation. Unearmed premium shall be returned by the Company as soon as practicable.

Q. ARBITRATION

ARCADIS Manuscript (Dated 04/19/2012)